

EXHIBIT A
LIFT STAY NOTICE

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Via E-mail

June 19, 2019

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**Re: Efron Dorado, SE: V. Puerto Rico Electric Power Authority Relief from the
Automatic Stay, Lift of Stay Notice.**

Ladies and Gentlemen:

As reflected in Efron Dorado SE's ("Efron Dorado") power services account number 025-0430581-001 (the "Account") with the Puerto Rico Electric Power Authority ("PREPA"), the statements relative thereto were corrected to reflect \$3,334.78 due as of April 2009 (**Exhibit I**).

Nevertheless, a charge for \$259,952.41, plus \$4,419.19 for late charges for a total of \$264,371.60 was included by PREPA in Efron Dorado's statement dated May 11, 2009 (**Exhibit II**), resulting in Efron Dorado forwarding a certified letter to PREPA, dated May 17, 2009, invoking the objection procedure of Law No. 33 of 1985, 27 L.P.R.A. §262 et. seq.¹ as to said statement (**Exhibit III**). Of this amount \$2,686.35 was paid (**Exhibit IV**) corresponding to the monthly regular consumption for the account (**Exhibit V**).

Without any prior warning, explanation or the submission of a breakdown by PREPA of the \$259,952.41 charge, on June 21, 2010, PREPA proceeded to cut off the power services to the public areas of Efron Dorado's Paseo de Plata Shopping Village, Dorado, Puerto Rico (the "Shopping Center")

Efron Dorado filed a complaint dated June 24, 2010 against PREPA and its Executive Director, at the time Miguel Cordero, in Case No. 2010-2408, with the Court of First Instance of Puerto Rico, Superior Section of San Juan, (the "State Court") for Mandamus, Declaratory Judgment, Temporary Restraining Order, Preliminary and Permanent Injunction and Damages (**Exhibit VI**)

As stated in the complaint, for many years the Shopping Center received statements from PREPA, including its public areas, averaging \$1,700. per month.

The charge for \$259,952.41 constitutes a negligent, unjustified and illegal act by PREPA, considering the protection provided by Law No. 33 to Efron Dorado's due process rights and is not only unconstitutional but an abuse of a monopolistic power directed to force a customer to pay an amount not owed, since Efron Dorado's administrative objection was pending under Law No. 33.

As provided in Section XIII, Article A, of PREPA's Regulation of the General Terms and Conditions for the Supply of Electric Power (the "Regulation") regarding the procedure for

objecting statements, Efron Dorado was not obligated to pay the properly objected statement and the objected amount couldn't be considered as owed until a final determination pursuant to the Regulation, which never occurred. Moreover, the power services were not to be cut off while the administrative process was pending.

In acting as indicated above, PREPA breached its ministerial duty to comply with the Regulation and the law by ignoring or arbitrarily denying a request for the protection provided by 27 L.P.R.A. §262(b)(d)

After a hearing held on July 2, 2010, on Efron Dorado's request for injunctive relief, on July 6, 2010, the State Court entered judgment making reference to the agreement reached by Efron Dorado and PREPA, concluding the case. As set forth in the judgment it was, inter alia, agreed that the process under Law No. 33 would be reactivated proceeding to the third level, and that within the next sixty (60) days an arbitrator to entertain Efron Dorado's claim would be appointed; that Efron Dorado would pay \$2,743.87, as required by the Regulation prior to the commencement of the arbitration, preferably within the next ten (10) calendar days, which Efron Dorado did; that Efron Dorado would dismiss with prejudice its claim before the State Court and would continue to provide access to PREPA for the reading of the meters at the Shopping Center; that PREPA would restore the interrupted electric power services, without prejudice, which was done and that once the objection process was concluded, PREPA could proceed to that mechanism to enforce the decision that could be entered by the arbitrator if it was in its favor (**Exhibit VII**).

During the hearing of July 2, 2010, the presiding judge stated for the record that if PREPA would again disconnect the power services to the Shopping Center pending the arbitration process, she would find PREPA's Executive Director in contempt of court.

On a less crucial point, but helpful to follow the history of the case, in case No. KCD 2012-01309, on November 16, 2012, the State Court directed the disbursement to PREPA of \$208,219.69 in consigned rents belonging to Efron Dorado to cover \$24,682.91 of Efron Dorado's arrears, with the balance of \$183,536.78 to be applied to the account of Condominio 221 Plaza where Efron Dorado's offices are located. This transaction was approved by PREPA, who accepted the payment,

indicating how it was to be credited². On August 8, 2016, over four years later without any reason or justification, PREPA improperly and illegally reverted the payment credited to Condominio 211 Plaza, crediting the same to Efron Dorado, whose account is still in dispute, once again violating the process established by Law No. 33, disregarding the judgment of the State Court and the judge's admonishment.

Efron Dorado's efforts to administratively correct PREPA's action of reverting the payment to Condominio 221 Plaza and avoid further legal proceedings have been fruitless.

On July 3, 2018, David Efron, Esq., on behalf of Consejo de Titulares del Condominio 221 Plaza, filed Prime Clerk proof of claim number 84777 in PREPA's Title III Case No. 17-04780 for \$183,536.78.

Considering the above and pursuant to the Eight Amended Notice Case Management and Administrative Procedure of January 23, 2019 (the "CMO"), we are writing to you as to our enclosed prospective motion for relief from the automatic stay provisions of Section 362(a) of the Bankruptcy Code, applicable to the Title III proceedings under PROMESA filed by the Financial Oversight and Management Board for Puerto Rico on behalf of PREPA, to enforce the judgment of the State Court in Case No. 2010-2408 and find PREPA's Executive Director in contempt of court.

As indicated in the CMO, we should meet and confer (in person or telephonically) to attempt to resolve Efron Dorado's proposed request for relief from the automatic stay within the next fifteen (15) days from this lift of stay notice.

Cordially,


CHARLES A. CUPRILL HERNANDEZ

Cc. David Efron, Esq.

² PREPA violated the procedure of Law 33 and the State Court's judgment by doing so.



Autoridad de Energía Eléctrica de Puerto Rico
PO BOX 363508 - SAN JUAN PR 00936-3508

Area Metro: 787-521-3434 Isla: 1-800-981-2434
Audio Impedidos: 787-521-3050
www.aeepr.com

Número de Cuenta 025 0430581 001 0

1 de 1

Ciclo 03 Mensual
EFRON DORADO SE
CAR 696 AVE JOSE EFRON
BO HIGUILAR AREAS COMUNES FUEN
DORADO PR

EXHIBIT I

Sent. 4/23/09 8244
5.32

Número Contador	Días de Consumo	Rejunta	Lectura Actual	Lectura Anterior	Constante	Consumo	Próxima Lectura
139098	31	No	kWh 0380.00 Estimado kW 5.470 kVA	8511.07	10	19,250 56,341 66	05-may-2009
Carga Contratada	% Pérdida Transformación	Factores	Compra Energía	Compra Combustible	Potencia	Carga	
80 kVA	3.0		0.039258	0.087490	0.850000	0.459200	

Detalle de Facturación del 04-mar-2009 al 03-abr-2009 212 Servicio Comercial General a Distribución Primaria							Cantidad
Cantidad objetada diferida # Reclamación R2520090318528 09-mar-2009 \$5,557.94							
Balance previo							\$513.93 CR
Cargos Corrientes por Venta de Electricidad							
Cargo fijo por servicio de cuenta						\$200.00	
Primer bloque de energía - 16,902 kWh x \$ 0.0360						608.47	
Segundo bloque de energía - 2,348 kWh x \$ 0.0280						65.74	
Demanda - 66 kVA Demanda máxima real para el periodo						534.60	
Compra de energía (19,250 kWh) x 0.039258 \$(/kWh)						755.72	
Compra de combustible (19,250 kWh x 0.087490 \$(/kWh))						1,684.18	3,848.71
Cantidad a Pagar							\$3,334.78
Bono/Fianza: 7118189 \$13,500.00 21-jun-2007 Fecha de Vencimiento Cargos Corrientes							01-may-2009
Ley 33; Tiene hasta la fecha de vencimiento para pagar el total de la factura u objetar los cargos corrientes por venta de electricidad. Detalles al dorso.							

Consumo Promedio Diario Para Meses Anteriores (kWh)								* NO DATOS				
abr 2008	may	jun	jul	ago	sep	oct	nov	dic 2008	ene	feb	mar	abr 2009
290	293	292	327	300	314	314	537	371	399	432	1,053	621

Los empleados del Negociado del Censo están trabajando alrededor de la Isla para identificar las direcciones de todas las viviendas para el Censo 2010.



Desprenda el talón y envíelo con su pago. No mutila, doble, grape, manche, escriba (excepto cantidad pagada) ni pegue cinta adhesiva al talón de pago.



Pagó con:

☐ Efectivo

☐ Cheque

☐ Tarjeta de Débito

☐ Tarjeta de Crédito

Número de Cuenta

025 0430581 001 0

Cantidad a Pagar

\$3,334.78

Cantidad Pagada

\$

Fecha de Vencimiento
de Cargos Corrientes

01-may-2009

#009-134 25 C03 04/09

|||||

EFRON DORADO SE
PO BOX 29033
SAN JUAN PR 00929-0033

709900140030051200

02504305810010 000333478 000333478 5

Exhibit 2 Page 1 of 2

[logo: **Puerto Rico Electric Power Authority**
PUERTO RICO PO BOX 363508 – SAN JUAN PR 00936-3508
ELECTRIC
POWER
AUTHORITY – Metro Area: (787) 521-3434
OFFICIAL Outside Metro Area: 1-800-981-2434
SEAL] Hearing Impaired: (787) 521-3050
www.aeepr.com

Billing Date **Apr-08-2009**
Account Number **025 0430581 0010**
Cycle **03 Monthly**
EFRON DORADO SE **EXHIBIT I**
RD 696 JOSE EFRON AVE
HIGUILAR WARD COMMON AREAS FOUN
DORADO PR

[hw: (ill.) 4/23/09 8244 5.32]

Meter Number	Days of Consumption	Remote	Current Reading	Previous Reading	Constant	Consumption	Next Reading
139098	31	No	kWh 0380.00 Estimated kW 5 470 kVA	8511.07	10	19,250 56,341 66	May-05-2009
Contracted Load	Transformation Loss %	Factors	Energy Purchase	Fuel Purchase	Power	Load	
80 kVA	3.0		0.039258	0.087490	0.850000	0.459200	

Breakdown of Bill from Mar-04-2009 to Apr-03-2009 212-General Commercial Service to Primary Distribution				Amount
Deferred objected amount Claim # R2520090318528 Mar-09-2009 \$5,557.94				
Prior Balance				\$513.93 CR
Current Charges for sale of electricity:				
Fixed fee for servicing account [hw: Credit comes from Account 0370629]				\$200.00
First block of energy - 16,902 kWh x \$0.0360				608.47
Second block of energy - 2,348 kWh x \$0.0280				65.74
Demand – 66 kVA Maximum real demand for period				534.60
Purchase of energy (19,250 kWh x 0.039258 \$/kWh)				755.72
Purchase of fuel (19,250 kWh x 0.087490 \$/kWh)				1,684.72
Amount Due				3,848.71
Bond/Deposit: 7118189 \$13,500.00 Jun-21-2007 Due Date of Current Charges				\$3,334.78
May-01-2009				
Act 33: You have until the due date to pay the bill in full or object the current charges for sale of electricity. Details on back.				

Daily Average Consumption for Prior Months (kWh)							* NO DATA						
Apr 2008	May	Jun	Jul	Aug	Sept	Oct	Oct	Dec 2008	Jan	Feb	Mar	Apr 2009	
290	293	292	327	300	314	314	537	371	399	432	1,053	621	

Census Bureau employees are working around the island to identify the addresses of all dwellings for the 2010 Census.

Detach stub and send with payment. Do not alter, fold, staple, stain, write on (except amount paid) or put tape on the payment stub.

[logo: PREPA] Paid with:
☐ Cash
☐ Check
☐ Debit Card
☐ Credit Card

Account Number **025 0430581 001 0**
Amount Due **\$3,334.78**
Amount Paid \$ _____
Due Date of Current Charges **May-01-2009**

#009-134 25 C03 04/09
[bar code]
EFRON DORADO SE
PO BOX 29033
SAN JUAN PR 00929-0033

02504305810010 000333478 000333478 5

CERTIFICATION OF TRANSLATION

I, Carol G. Terry, a USCCI, Certificate No. 03-001, with an MA in Translation from the UPR, do hereby certify that, to the best of my knowledge and abilities, the foregoing is a true and correct translation of the original document in Spanish.


Carol G. Terry

[bar code]
709900140030051200



Autoridad de Energía Eléctrica de Puerto Rico
PO BOX 363508 - SAN JUAN PR 00936-3508

Área Meteo: 787-521-3434 Isla: 1-800-981-2434
Audio Impedidos: 787-521-3050
www.aeepr.com

Fecha de 11-may-2009
Número de Cuenta 025 0430581 001 0
Ciclo 03 Mensual
EFRON DORADO SE
CAR 696 AVE JOSE EFRON
BO HIGUILAR AREAS COMUNES FUEN
DORADO PR

1 de 2

EXHIBIT II

Número Contador	Días de Consumo	Remota	Lectura Actual	Lectura Anterior	Constante	Consumo	Próxima Lectura
139098	32	No	kWh 0657.00 kW 5.760 kVA	9567.00	10	11,227 59,328 70	04-jun-2009
Carga Contratada	% Pérdida Transformación	Factores	Compra Energía	Compra Combustible	Potencia	Carga	
80 KVA	3.0		0.035281	0.099678	0.850000	0.246400	

Detalle de Facturación del 04-abr-2009 al 05-may-2009 212-Servicio Comercial General a Distribución Primaria						Cantidad
Cargos por Venta de Electricidad						\$259,952.41
Cargos vencidos: 1 mes						
Cargos corrientes:						
Cargo fijo por servicio de cuenta						\$200.00
Cargo por consumo por 11,227 kWh x \$ 0.0360						404.17
Demanda - 70 KVA Demanda máxima real para el período						567.00
Compra de energía (11,227 kWh x 0.035281 \$/kWh)						396.10
Compra de combustible (11,227 kWh x 0.099678 \$/kWh)						1,119.08
Cargo por demora						1,732.84
Cantidad a Pagar						\$264,371.60
Bonol/Fianza: 7118189 \$13,500.00 21-jun-2007						03-jun-2009
Fecha de Vencimiento Cargos Corrientes						

Ley 33: Tiene hasta la fecha de vencimiento para pagar el total de la factura u objetar los cargos corrientes por venta de electricidad. Detalles al dorso.

AVISO SUSPENSIÓN DE SERVICIO - Esta factura refleja atrasos. Pague en una oficina comercial o con un Representante de Servicios a través del 787-521-3434 antes de la fecha indicada, o su servicio será suspendido. En tal caso, se le cobrará cargos por reconexión y se podrá requerir nueva fianza.

Consumo Promedio Diario Para Meses Anteriores (kWh)						* NO DATOS						
may 2008	jun	jul	ago	sep	oct	oct	dic 2008	ene	feb	mar	abr	may 2009
293	292	327	300	314	314	537	371	399	432	1,053	621	351

Desprenda el talón y envíelo con su pago. No multiplique, doble, grape, manche, escriba (excepto cantidad pagada) ni pegue cinta adhesiva al talón de pago.



Pagó con:

- ☐ Efectivo
☐ Cheque
☐ Tarjeta de Débito
☐ Tarjeta de Crédito

#004-237 25 C03 05/09

EFRON DORADO SE
PO BOX 29033
SAN JUAN PR 00929-0033

Número de Cuenta 025 0430581 001 0
Cantidad a Pagar \$264,371.60
Cantidad Pagada \$
Fecha de Vencimiento de Cargos Corrientes 03-jun-2009

713200160013801200

02504305810010 026437160 000441919 7

[logo: **Puerto Rico Electric Power Authority**
 PUERTO RICO PO BOX 363508 – SAN JUAN PR 00936-3508
 ELECTRIC
 POWER
 AUTHORITY – Metro Area: (787) 521-3434
 OFFICIAL Outside Metro Area: 1-800-981-2434
 SEAL] Hearing Impaired: (787) 521-3050
 www.aeepr.com

Exhibit 1 Page 1 of 2
 Billing Date **May-11-2009**
 Account Number **025 0430581 0010**
 Cycle **03 Monthly**
EFRON DORADO SE EXHIBIT II
RD 696 JOSE EFRON AVE
HIGUILAR WARD COMMON AREAS FOUN
DORADO PR

Meter Number 139098	Days of Consumption 32	Remote No	Current Reading kWh 0657.00 kW 5.760 kVA	Previous Reading 9567.00	Constant 10	Consumption 11,227 59,328 70	Next Reading June-04-2009
Contracted Load 80 kVA	Transformation Loss % 3.0	Factors	Energy Purchase 0.035281	Fuel Purchase 0.099678	Power 0.850000	Load 0.246400	

Breakdown of Bill from Apr-04-2009 to May-05-2009 212-General Commercial Service to Primary Distribution				Amount
Charges for Sale of Electricity				\$259,952.41
Past Due Charges – 1 month				
Current Charges:				
Fixed fee for servicing account		\$200.00		
Consumption fee for 11,227 kWh x \$0.0360		404.17		
Demand – 70 kVA Maximum real demand for period		567.00		
Purchase of energy (11,227 kWh x 0.035281 \$/kWh)		396.10		
Purchase of fuel (11,227 kWh x 0.099678 \$/kWh)		1,119.08		
Late fee		1,732.84		
Amount Due			4,419.19	
				\$264,371.60
Bond/Deposit: 7118189	\$13,500.00	Jun-21-2007	Due Date of Current Charges	Jun-03-2009
Act 33: You have until the due date to pay the bill in full or object the current charges for sale of electricity. Details on back.				

SERVICE SUSPENSION NOTICE – This bill includes past due charges. Pay at a commercial office or through a Service Representative at (787) 521-3434 before the indicated date, or your service will be disconnected. In that event, you will be charged reconnection fees and a new bond may be required.

Daily Average Consumption for Prior Months (kWh)						* NO DATA						
May 2008	Jun	Jul	Aug	Sept	Oct	Oct	Dec 2008	Jan	Feb	Mar	Apr	May 2009
293	292	327	300	314	314	537	371	399	432	1,053	621	351

Detach stub and send with payment. Do not alter, fold, staple, stain, write on (except amount paid) or put tape on the payment stub.

[logo: PREPA] Paid with: _____ Account Number 025 0430581 001 0
 _____ Cash Amount Due \$264,371.60
 _____ Check Amount Paid \$ _____
 _____ Debit Card Due Date of _____
 _____ Credit Card Current Charges Jun-03-2009

#004-237 25 C03 05/09
 [bar code]
 EFRON DORADO SE
 PO BOX 29033
 SAN JUAN PR 00929-0033

02504305810010 026437160 000441919 7

CERTIFICATION OF TRANSLATION

I, Carol G. Terry, a USCCI, Certificate No. 03-001, with an MA in Translation from the UPR, do hereby certify that, to the best of my knowledge and abilities, the foregoing is a true and correct translation of the original document in Spanish.

Carol G. Terry
 Carol G. Terry

[bar code]
 713200160013801200



EFRON ASSOCIATES
REAL ESTATE DEVELOPMENT GROUP

EXHIBIT III

221 PLAZA, SIXTH FLOOR
221 PONCE DE LEON AVE.
SAN JUAN, PUERTO RICO 00917-1802
MAILING ADDRESS:
P.O. BOX 20033
SAN JUAN, PUERTO RICO 00920 0033
TELEPHONE (787) 766-1536

DAVID EFRON, ESQ.
CHIEF EXECUTIVE OFFICER
VICTOR HERNANDEZ, C.F.A.
CHIEF FINANCIAL OFFICER
NICOLAS DEL VALLE, P.E.
CHIEF ENGINEER
ALBERTO J. PEREZ HERNANDEZ, ESQ.
CHIEF LEGAL COUNSEL
JAMES CHURSON, P.E.
SPECIAL PROJECTS
WANDA NAVAJAS
GOVERNMENT RELATIONS

MIAMI OFFICE
133 ARAGON AVENUE
CORAL GABLES, FLORIDA 33134
TELEPHONE (305) 547-0252

DUE ENTERPRISES, INC.
DORADO HENOCY, S.E.
EFRON DORADO, S.E.
METROPOL DEVELOPMENT CORP.
NORFEL BANK PROPERTIES, S.E.
NORFEL DEVELOPMENT CORP.
NORFEL GROUP CORP.
NORFEL KROME PROPERTIES, INC.
NORFEL REALTY, INC.
PASOS DE DORADO, INC.
PASO DEL PLATA, S.B.
TTT CONSTRUCTION CORP.
THE EFRON FOUNDATION, INC.
ADMINISTRATIVE OFFICES

27 de mayo de 2009

CERTIFICADA-ACUSE DE RECIBO

Autoridad de Energía Eléctrica de Puerto Rico
Oficina Comercial de Dorado
P.O. Box 256
Dorado, PR 00646

Ref.: Cuenta 025 0430581 001 0 (EFRON DORADO, S.E.)

Estimado director (a) de oficina comercial:

Sirva la presente para objetar y solicitar una investigación sobre los cargos que se reflejan en la factura con fecha de 11 de mayo de 2009 para la cuenta 025 0430581 001 0 de EFRON DORADO, S.E. (Ver Anejo 1- "Factura")

La presente objeción y solicitud de investigación se basa en que en la Factura aparece una partida de Cargos vencidos - 1 mes, por la cantidad de \$259,952.41 y una de cargo por demora de \$1,732.84. EFRON DORADO, S.E. entiende que dichos cargos no proceden y no se justifican ya que el cargo alegadamente vencido no aparece en la factura del 8 de abril de 2009, o sea, la factura anterior a la objetada. (Ver Anejo 2)

Entendemos que de acuerdo a la Ley 33 del 27 de junio de 1985, según enmendada, y a lo dispuesto en la Sección XIII, Artículo A del Reglamento de Términos y Condiciones Generales para el Suministro de Energía Eléctrica de la AEE ("Reglamento") referente al procedimiento para la objeción de facturas EFRON DORADO, S.E. no está obligada a pagar la factura objetada oportunamente, que la cantidad objetada no se considerará una deuda hasta que se tome una determinación final de conformidad con el Reglamento y que no se suspenderá el servicio por falta de pago mientras se desarrolle el proceso administrativo relacionado a la solicitud de investigación.

Autoridad de Energía Eléctrica de Puerto Rico
Página 2
27 de mayo de 2009

Por entender que no son objetables los cargos correspondientes al resto de las partidas que aparecen en la Factura, EFRON DORADO, S.E. adjunta el pago del balance que suman la cantidad de \$2,686.35.

Estamos a su mejor disposición para discutir este asunto y aclarar cualquier duda y esperamos notificación del resultado de la investigación y las correcciones correspondientes en las próximas facturas.

Atentamente,

EFRON DORADO, S.E.

Por:


DAVID EFRON

7008 0500 0000 3654 0118

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

(DE)	Postage	\$ 00.61	0011
	Certified Fee	\$2.00	03
	Return Receipt For (Endorsement Required)	\$2.00	Postmark Here
	Registered Delivery Fee (Endorsement Required)	10.00	
	Total Postage & Fees	\$14.61	05/20/2009

Sent to
Autoridad Energíca Eléctrica del PR
Street Apt. No. Oficina Comercial de Dorado
or PO Box No. P.O. Box 256
City, State, ZIP+4[®] Dorado PR 00646

PS Form 3800, August 2008 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	<p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Signature Required</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Required</p> <p><input type="checkbox"/> Restricted Delivery (Return Fee)</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><input type="checkbox"/> Date of Delivery</p> <p><input type="checkbox"/> Is delivery address different from recipient's? <input type="checkbox"/> No <input type="checkbox"/> Yes (Enter delivery address below)</p>
Article Addressed to: Aut. Energíca Eléctrica Oficina Comercial de Dorado P.O. Box 256 Dorado, PR 00646	
Article Number 7008 0500 0000 3654 0118	

PS Form 3811, February 2004 Domestic Return Receipt 102505-02 M 1040

[CERTIFIED TRANSLATION]

[logo:
EFRON
ASSOCIATES]

EFRON ASSOCIATES
REAL ESTATE DEVELOPMENT GROUP

EXHIBIT III

221 PLAZA, SIXTH FLOOR
221 PONCE DE LEON AVE.
SAN JUAN, PUERTO RICO 00917-1802

MIAMI OFFICE
133 ARAGON AVENUE
CORAL GABLES, FLORIDA 33134
TELEPHONE (305) 567-0252

MAILING ADDRESS:
P.O. BOX 20033
SAN JUAN, PUERTO RICO 00929-0033
TEL. (787) 765-1535

DOE ENTERPRISES, INC.
DORADO REGENCY, S.E.
EFRON DORADO, S.E.
METROPOL DEVELOPMENT CORP.
NORFE BANK PROPERTIES, S.E.
NORFE DEVELOPMENT CORP.
NORFE GROUP CORP.
NORFE KROME PROPERTIES, INC.
NORFE REALTY, INC.
PASEOS DE DORADO, INC.
PASEO DEL PLATA (ill.)
TTT CONSTRUCTION CORP.
THE EFRON FOUNDATION, INC.
ADMINISTRATIVE OFFICES

DAVID EFRON, ESQ.
CHIEF EXECUTIVE OFFICER
VICTOR HERNANDEZ C.P.A.
CHIEF FINANCIAL OFFICER
NICOLAS DEL VALLE, P.E.
CHIEF ENGINEER
ALBERTO J. PEREZ HERNANDEZ, ESQ.
CHIEF LEGAL COUNSEL
JAIME CHERSON, P.E.
SPECIAL PROJECTS
WANDA NAVAJAS
GOVERNMENT RELATIONS

May 27, 2009

CERTIFIED-ACKNOWLEDGEMENT OF RECEIPT REQUESTED

Puerto Rico Electric Power Authority
Dorado Commercial Office
P.O. Box 256
Dorado, PR 00646

Re: Account 025 0430581 001 0 (EFRON DORADO, S.E.)

Dear commercial office director:

EFRON DORADO, S.E. hereby objects and requests an investigation into the charges reflected on the bill dated May 11, 2009, for EFRON DORADO, S.E. account 025 0430581 001 0 (See Attachment 1 – “Bill”)

This objection and request for investigation is based on the fact that there is a line item on the Bill for Past Due Charges – 1 month, in the amount of \$259,952.41 and a line item for late fees of \$1,732.84. EFRON DORADO, S.E. believes that these charges are not in order and are not justified, because the alleged past due amount is not mentioned on the bill of April 8, 2009, that is, the bill preceding the bill that is hereby objected. (See Attachment 2).

We believe that, pursuant to Act 33 of June 27, 1985, as amended, and the provisions of Section XIII, Article A of the PREPA Regulations on the General Terms and Conditions for Supplying Electrical Power (“Regulations”) regarding the procedure for objecting bills, EFRON DORADO, S.E. is not obligated to pay the timely-objected bill; the objected amount will not be considered a debt until a final decision is made in accordance with the Regulations; and power will not be cut off due to nonpayment while the administrative process related to the request for investigation is being carried out.

Puerto Rico Electric Power Authority
Page 2
May 27, 2009

Based on the understanding that the charges included in the rest of the line items set forth on the Bill cannot be objected, EFRON DORADO, S.E. encloses a payment for the balance of the Bill which amounts to \$2,686.35.

We are at your disposal to discuss this matter and clarify any doubts and will be waiting to receive a notification from you about the outcome of the investigation and the pertinent corrections on upcoming bills.

Sincerely,

EFRON DORADO, S.E.

By: [illegible signature]
DAVID EFRON

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

READ THIS FOR OFFICIAL USE

(DE)	Package	\$	00.61	0011
	Certified Fee	\$	02.00	03
	Return Receipt Fee (Return Receipt Required)	\$	02.00	
	Registered Delivery Fee (Return Receipt Required)	\$	10.00	
	Total Postage & Fees	\$	14.61	05/20/20

PR Electric Power Authority
Dorado Commercial Office
PO Box 256
Dorado PR 00646

SENDER: COMPLETE THIS SECTION

1. I am the owner of this mail piece.
2. I am the owner of the contents of this mail piece.
3. I am the owner of the contents of this mail piece.
4. I am the owner of the contents of this mail piece.
5. I am the owner of the contents of this mail piece.
6. I am the owner of the contents of this mail piece.
7. I am the owner of the contents of this mail piece.
8. I am the owner of the contents of this mail piece.
9. I am the owner of the contents of this mail piece.
10. I am the owner of the contents of this mail piece.

COMPLETE THIS SECTION ON DELIVERY

1. I am the owner of this mail piece.
2. I am the owner of the contents of this mail piece.
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8. I am the owner of the contents of this mail piece.
9. I am the owner of the contents of this mail piece.
10. I am the owner of the contents of this mail piece.

7006 0500 0000 3654 0116

CERTIFICATION OF TRANSLATION

I, Carol G. Terry, a US-Court-Certified-Interpreter, Certificate No. 03-001, and Translator with an MA in Translation from the University of Puerto Rico, do hereby certify that, to the best of my knowledge and abilities, the foregoing THREE (3) PAGES are a true and correct translation of the original document in Spanish.

Carol G. Terry

Carol G. Terry



Autoridad de Energía Eléctrica
PO BOX 363508 - SAN JUAN PR 00936-3508

Area Metro: 787-521-3434 Isla: 1-800-981-2434

Audio Impedidos: 787-521-3050

www.aeepr.com

Exhibit A Page 16 of 40

Número de Cuenta: 025 0430581 001 0

Ciclo 03 mensual

EFRON DORADO SE

CAR 696 AVE JOSE EFRON

BO HIGUILAR AREAS COMUNES FUEN

DORADO PR

EXHIBIT IV

Número Contador	Días de Consumo	Remota	Lectura Actual	Lectura Anterior	Constante	Consumo	Próxima Lectura
139098	32	No	kWh 0657.00 kW 5.760 kVA	9567.00	10	11,227 59,328 70	04-jun-2009
Carga Contratada	% Pérdida Transformación	Factores	Compra Energía	Compra Combustible	Potencia	Carga	
80 kVA	3.0		0.035281	0.099678	0.850000	0.246400	

Detalle de Facturación del 04-abr-2009 al 05-may-2009						Cantidad
212-Servicio Comercial General a Distribución Primaria						
Cargos por Venta de Electricidad						\$259,852.41
Cargos vencidos - 1 mes						
Cargos corrientes:						
Cargo fijo por servicio de cuenta						\$200.00
Cargo por consumo por 11,227 kWh x \$ 0.0360						404.17
Demanda - 70 kVA - Demanda máxima real para el periodo						567.00
Compra de energía (11,227 kWh x 0.035281 \$/kWh)						396.10
Compra de combustible (11,227 kWh x 0.099678 \$/kWh)						1,119.08
Cargo por demora						1,732.84
Cantidad a Pagar						\$264,371.60

Bono/Fianza: 7118189 \$13,500.00 21-jun-2007

Fecha de Vencimiento Cargos Corrientes: 03-jun-2009

Ley 33: Tiene hasta la fecha de vencimiento para pagar el total de la factura u objetar los cargos corrientes por venta de electricidad. Detalle al dorso.

AVISO SUSPENSIÓN DE SERVICIO - Esta factura refleja atrasos. Pague en una oficina comercial o con un Representante de Servicios a través de 787-521-3434 antes de la fecha indicada, o su servicio será suspendido. En tal caso, se le cobrará cargos por reconexión y se podrá requerir nueva fianza.

Consumo Promedio Diario Para Meses Anteriores (kWh)										* NO DATOS			
may 2008	jun	jul	ago	sep	oct	oct	dic 2008	ene	feb	mar	abr	may 2009	
293	292	327	300	314	314	537	371	399	432	1,053	621	351	



Desprenda el talón y envíelo con su pago. No mutilo, doble, grape, manche, escriba (excepto cantidad pagada) ni pague cinta adhesiva al talón de pago.



Pagó con:

☐ Efectivo

☐ Cheque

☐ Tarjeta de Débito

☐ Tarjeta de Crédito

#004-237 25 C03 05/09

|||||

EFRON DORADO SE

PO BOX 29033

SAN JUAN PR 00929-0033

Número de Cuenta

025 0430581 001 0

Cantidad a Pagar

\$264,371.60

Cantidad Pagada

\$ 2,686.35

Fecha de Vencimiento de Cargos Corrientes

03-jun-2009

713200160013801200

02504305810010 026437160 000441919 7

Autoridad de Energía Eléctrica
PO BOX 363508 - SAN JUAN PR 00936-3508

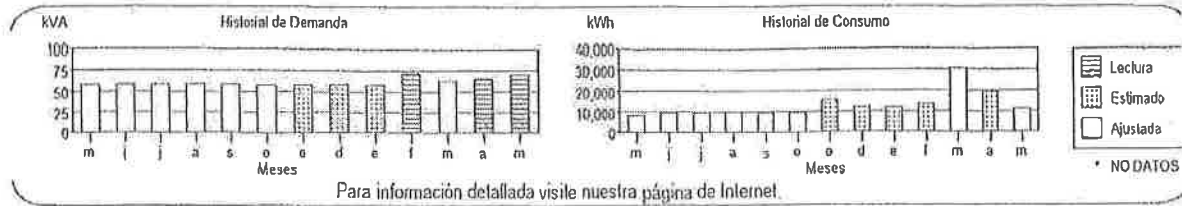
Exhibit A Page 17 of 40

Numero: nla 025-0430581-001-0

2 de 1



Economiza dinero durante el verano de 2009. El Departamento de Educación ofrece comidas GRATIS a niños y jóvenes de 1 a 18 años en Comedores Escolares participantes desde mayo a julio 2009. Llama al 787-765-3598 o al 1-866-9VERANO(983-7266).



713200160013802200

EFRON DORADO, S.E.
Paseo del Plata Shopping Village
PO BOX 29033
San Juan, PR 00929-0033

BANCO POPULAR DE PUERTO RICO
PLAZA DEL SOL
BAYAMON, PR
101-201/215

2864

5/27/2009

Pay to the
Order of

AUT. DE ENERGIA

\$ **2,686.35

Two Thousand Six Hundred Eighty-Six and 35/100

Dollars

AUT. DE ENERGIA
PO BOX 363508
SAN JUAN, PR 00936-3508



Account

025-0430581-001

⑈002864⑈ ⑈02150201⑈ 318⑈000989⑈

2864

AUT. DE ENERGIA

5/27/2009

025-0430581-001 FACT 5/11/09

2,686.35

Cash BPPR - Operating 025-0430581-001

2,686.35

2864

AUT. DE ENERGIA

5/27/2009

025-0430581-001 FACT 5/11/09

2,686.35

Cash BPPR - Operating 025-0430581-001

2,686.35



[logo: **Puerto Rico Electric Power Authority**
 PUERTO RICO
 ELECTRIC
 POWER
 AUTHORITY -
 OFFICIAL
 SEAL]

PO BOX 363508 -- SAN JUAN PR 00936-3508

Metro Area: (787) 521-3434
 Outside Metro Area: 1-800-981-2434
 Hearing Impaired: (787) 521-3050
 www.aecpr.com

Account Number **025 0430581 0010**
 Cycle **03 Monthly**
 EFRON DORADO SE
 RD 696 JOSE EFRON AVE
 HIGUILAR WARD COMMON AREAS FOUN
 DORADO PR

EXHIBIT IV

Meter Number 139098	Days of Consumption 32	Remote No	Current Reading kWh 0657.00 kW 5.760 kVA	Previous Reading 9567.00	Constant 10	Consumption 11,227 59,328 70	Next Reading June-04-2009
Contracted Load 80 kVA	Transformation Loss % 3.0	Factors	Energy Purchase 0.035281	Fuel Purchase 0.099678	Power 0.850000	Load 0.246400	

Breakdown of Bill from Apr-04-2009 to May-05-2009 212-General Commercial Service to Primary Distribution				Amount
Charges for Sale of Electricity				
Past Due Charges – 1 month				\$259.852.41
Current Charges:				
Fixed fee for servicing account	1	4,419.19	\$200.00	
Consumption fee for 11,227 kWh x \$0.0360		(1,732.84)	404.17	
Demand – 70 kVA Maximum real demand for period		2,686.35	567.00	
Purchase of energy (11,227 kWh x 0.035281 \$/kWh)			396.10	
Purchase of fuel (11,227 kWh x 0.099678 \$/kWh)			1,119.08	
Late fee	1	1,732.84		1 4,419.19
Amount Due				\$264,371.60
Bond/Deposit: 7118189	\$13,500.00	Jun-21-2007	Due Date of Current Charges	Jun-03-2009
Act 33: You have until the due date to pay the bill in full or object the current charges for sale of electricity. Details on back.				

SERVICE SUSPENSION NOTICE – This bill includes past due charges. Pay at a commercial office or through a Service Representative at (787) 521-3434 before the indicated date, or your service will be disconnected. In that event, you will be charged reconnection fees and a new bond may be required.

Daily Average Consumption for Prior Months (kWh)						* NO DATA							
May 2008	Jun	Jul	Aug	Sept	Oct	Oct	Dec 2008	Jan	Feb	Mar	Apr	May 2009	
293	292	327	300	314	314	537	371	399	432	1,053	621	351	

Detach stub and send with payment. Do not alter, fold, staple, stain, write on (except amount paid) or put tape on the payment stub.

[logo: PREPA] Paid with: Account Number 025 0430581 001 0
 ___ Cash Amount Due \$264,371.60
 ___ Check Amount Paid \$ 2,686.35
 ___ Debit Card Due Date of
 ___ Credit Card Current Charges Jun-03-2009

#004-237 25 C03 05/09
 [bar code]
 EFRON DORADO SE
 PO BOX 29033
 SAN JUAN PR 00929-0033

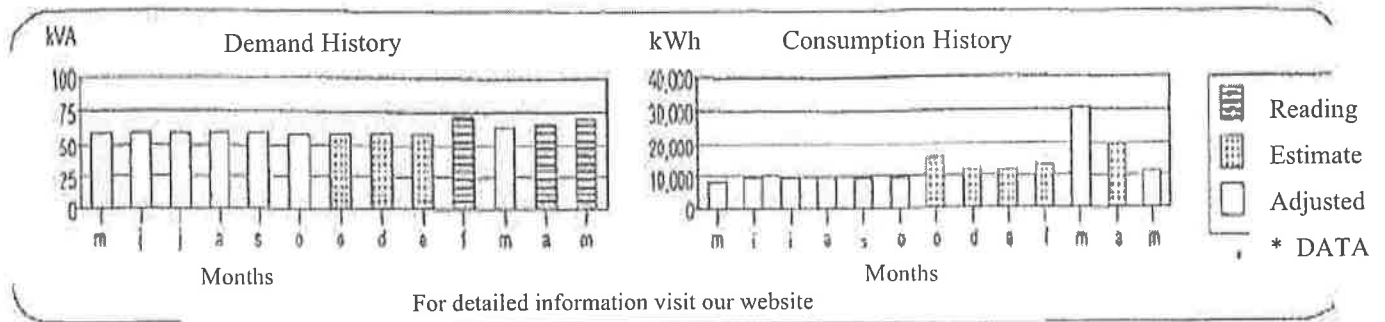
02504305810010 026437160 000441919 7

[bar code]
 713200160013801200

[logo: **Puerto Rico Electric Power Authority**
 PUERTO RICO ELECTRIC POWER AUTHORITY –
 PO BOX 363508 – SAN JUAN PR 00936-3508
 OFFICIAL SEAL]

Account Number 025 0430581 0010 Page 2 of 2

Save money in the summer of 2009. The Department of Education offers FREE food to youth and children between the ages of 1 and 18 in participating school cafeterias from May to July 2009. Call (787) 765-3598 or 1-866-9VERANO (983-7266).



[bar code]
 713200160013802200

EFRON DORADO, S.E.
Pasos del Plaza Shopping Village
PO BOX 25033
San Juan, PR 00929-0033

BANCO POPULAR DE PUERTO RICO
PLAZA DEL SOL
BAYAMON, PR
101-201/215

2864

5/27/2009

Pay to the Order of Electric Power Auth. \$ 2,686.35

Two Thousand Six Hundred Eighty-Six and 35/100

Electric Power Auth.
PO BOX 363508
SAN JUAN, PR 00936-3508

025-0430581-001

0002864 021502011 318000989

2864

5/27/2009

Electric Power Auth. 025-0430581-001 Inv. 5/11/09 2,686.35

Cash BPPR - Operating 025-0430581-001 2,686.35

2864

5/27/2009

Electric Power Auth. 025-0430581-001 Inv. 5/11/09 2,686.35

Cash BPPR - Operating 025-0430581-001 2,686.35

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Carol G. Terry

Carol G. Terry

EXHIBIT V

Consumption History

CUSTOMER INFORMATION:

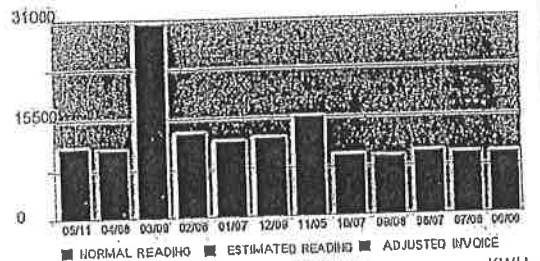
ACCOUNT: 025-0430581-001
NAME: EFRON DORADO SE
ADDRESS: CARR 696 AVE JOSE EFRON
BO HIGUILAR/AREAS COMUNES FUEN

INVOICE:

Service Charges: \$2,504.81
Past Due Balance, Other Charges, or Credits: \$260,522.89

Pay this Amount: \$263,027.70

KWH CONSUMPTION GRAPH



	DATE	DAYS	AMOUNT	KWH	
1	05/11/09	32	\$2,686.35	11227	
2	04/08/09	31	(1) \$2,504.81	10877	
3	03/09/09	29	\$5,557.94	30529	
4	02/06/09	31	\$3,049.22	13400	
5	01/07/09	30	\$2,423.63	11968	
6	12/09/08	33	\$2,450.21	12246	
7	11/05/08	29	\$3,608.93	15563	
8	10/07/08	30	\$2,828.51	9414	
9	09/08/08	29	\$2,935.51	9106	
10	08/07/08	33	\$3,131.17	9888	
11	07/08/08	29	\$3,265.43	9476	
12	06/06/08	32	\$3,038.99	9352	

3,848.71
(1,343.90)
2,504.81

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
CENTRO JUDICIAL DE SAN JUAN
SALA SUPERIOR

904

KPE 2010 - 2408

EFRON DORADO, S.E.,

CIVIL NUM.

Demandante

vs.

SOBRE:

AUTORIDAD DE ENERGIA ELECTRICA
DE PUERTO RICO y su Director Ejecutivo
MIGUEL CORDERO

MANDAMUS, SENTENCIA
DECLARATORIA, ENTREDICHO
PROVISIONAL, INTERDICTO PRELIMINAR
Y PERMANENTE, DAÑOS Y
PERJUICIOS

Demandados

DEMANDA

AL HONORABLE TRIBUNAL:

COMPARECE la parte demandante por conducto de su representación legal que suscribe y ante este Honorable Tribunal muy respetuosamente expone, alega y solicita:

1. EFRON DORADO, S.E. ("Efron Dorado") es dueña de Paseo del Plata de Shopping Village ("Paseo del Plata"), Centro Comercial ubicado en Dorado, Puerto Rico. La parte demandada es una corporación pública que suministra electricidad a la ciudadanía del Estado Libre Asociado de Puerto Rico. Tanto la parte demandante como la demandada tienen sus oficinas principales de negocios ubicadas en San Juan, Puerto Rico, dentro de la demarcación territorial de esta Honorable Sala. También el codemandado Ing. Miguel Cordero reside en San Juan.

2. Paseo del Plata recibe mensualmente facturas de la Autoridad de Energía Eléctrica ("AEE") con cargos por el consumo de electricidad en las áreas públicas del Centro Comercial, que por muchos años promediaron aproximadamente \$1,700.00.

3. A pesar de lo expresado en el párrafo anterior, el pasado 11 de octubre de 2007, la Autoridad de Energía Eléctrica sometió una factura a EFRON DORADO, S.E., por concepto de consumo de electricidad en áreas públicas de Paseo del Plata por la cantidad de \$251,059.69. Es decir, facturó unos \$250,000.00, por el alegado consumo de un mes en una de dos cuentas en disputa. (Exhibit I, carta de 29 de febrero de 2008).

4. Tal inusitada y negligente actuación fue motivo de discusión y negociación entre las partes hasta que se llegó a un acuerdo de ajuste y pago en marzo del 2009. (Exhibit II).

5. Según se refleja en la Cuenta Núm. 025 0430581 (001), ahora nuevamente en disputa, se corrigieron las facturas para reflejar balance al día sin cargos vencidos atrasados hasta el mes de abril de 2009. (Exhibit III, Anejo 2, factura 8 de abril de 2009).

6. Sin embargo, al mes siguiente, sin explicación alguna, se reinstalan "cargos vencidos" por \$259,952.41. La demandante remitió carta certificada con acuse de recibo acogiendo al procedimiento de objeción dispuesto por la Ley Núm. 33 de 1985 para dicha factura. (Exhibit III y su Anejo 1, factura de 4 de junio de 2009). La Autoridad y sus empleados rehusaron firmar el acuse ni reclamaron la comunicación. (Exhibit IV, Anejo), por lo que fue devuelta y notificada por envío persona. (Exhibit IV).

7. Sin que la Autoridad de Energía Eléctrica explicara ni desglosara o presentara razón alguna a EFRON DORADO S.E., para justificar un cargo radicalmente diferente al del mes anterior, que sobrepasa un cuarto de millón de dólares y es a todas luces excesivo, los oficiales de dicha corporación pública, procedieron ilegalmente a ordenar desconectar el servicio eléctrico en esta cuenta que sirve a las áreas públicas del Centro Comercial, lo cual llevaron a cabo el 21 de junio de 2010.

8. Dicho acto negligente, apresurado, injustificado y claramente ilícito a la luz de la protección que provee la Ley Núm. 33, como parte del debido

proceso de ley, constituye, no solo un acto inconstitucional en abuso de sus poderes monopolísticos, con el fin de obligar indebidamente a la parte demandante para que pague unas sumas de dinero no adeudadas y que no tienen justificación alguna, ya que nunca se ha investigado y adjudicado su objeción administrativamente ante un oficial designado según exige la Ley Núm. 33. Más aún, cuando la parte demandante ha estado solicitando se tramite la objeción e investigación de este caso, (Exhibit V).

9. El Centro Comercial Paseo del Plata depende del servicio eléctrico que provee la Autoridad de Energía Eléctrica para mantener las condiciones adecuadas que le permita cumplir con su deber de proveer seguridad y calidad de vida a los ciudadanos que frecuentan sus predios, incluyendo el estacionamiento y las áreas públicas próximas a los cines, restaurantes y supermercado que ubican en él.

10. Además, la falta de servicio en el Centro Comercial perjudica económicamente a los mencionados establecimientos comerciales, creando una situación de posible pérdida de clientes al mermar el número de éstos al Centro Comercial y pone en peligro los empleos de las personas que allí trabajan.

11. La acción de la parte demandada es arbitraria y caprichosa al imponer prematuramente a la demandante una medida tan dañina como resulta la suspensión del servicio eléctrico, cuyo servicio es esencial. De acuerdo a lo dispuesto en la Sección XIII, Artículo A del Reglamento de Términos y Condiciones Generales para el Suministro de Energía Eléctrica de la Autoridad de Energía Eléctrica ("Reglamento") referente al procedimiento para la objeción de facturas, EFRON DORADO no está obligada a pagar la factura objetada oportunamente, la cantidad objetada no se considerará una deuda hasta que se tome una determinación final de conformidad con el Reglamento y no se suspenderá el servicio por falta de pago mientras se desarrolle el proceso administrativo relacionado a la solicitud de investigación.

12. Dicho Reglamento delimita las facultades delegadas por ley a la Autoridad de Energía Eléctrica para reglamentar un servicio básico a la ciudadanía y prohíbe conductas como la actual, la cual interpreta la parte demandante que constituye una extorsión de facto. Dicha agencia gubernamental tomó su determinación de suspender el servicio eléctrico a su cliente de una manera totalmente arbitraria, sin dar a conocer anticipadamente a los afectados un aviso de la acción extrema constituida por la suspensión, violando así el debido proceso de ley.

13. Los demandados tienen un deber ministerial de aplicar su reglamento y la ley de manera uniforme y no tienen discreción para ignorar y/o denegar arbitrariamente la solicitud de protección que provee la Ley para Establecer Requisitos Procesales Mínimos para la Suspensión de Servicios Públicos Esenciales, 27 LPRA 262 que dispone una prohibición que impone a los demandados de suspender el servicio mientras se desarrollen los procedimientos administrativos, 27 LPRA 262 (b) (d); por lo que, a tenor con la Regla 55 de Procedimiento Civil y el Art. 649 de la Ley de Recursos Extraordinarios, se solicita expida un Auto de Mandamus Perentorio para restablecer el servicio eléctrico desconectado y brindarle a la parte demandante las garantías procesales que como parte del debido proceso de ley y de lo resuelto por el Tribunal Supremo de Estados Unidos en Memphis Light, Gas & Water Div. v. Craft, 436 US 1 (1978), tiene derecho la parte demandante.

14. Evidentemente, existen controversias de hechos y de derecho relacionadas con el cumplimiento de las normas reglamentarias vigentes en su aplicación a la demandante y la legalidad de las actuaciones de la demandada que obligan a la parte demandante a comparecer ante este Honorable Tribunal para que, al amparo de las Reglas 59.1 y 59.2 de Procedimiento Civil, declare la nulidad de las acciones de la parte demandada en mitigación de mayores daños económicos y se le instruya al fiel

cumplimiento de sus obligaciones reglamentarias de manera no discriminatoria, restableciendo el servicio eléctrico.

15. La postura de la compareciente es que no existe justa causa y/o base legal alguna para ignorar, discriminar y/o suspender el servicio eléctrico de manera unilateral por la parte demandada, lo que no sólo viola la igual protección de las leyes y el debido proceso de ley, sino que tales actuaciones de la demandada son contrarias a la buena fe comercial que obliga a las partes contratantes a una conducta de lealtad recíproca e impide la suspensión del servicio mientras el proceso administrativo y la procedencia de la facturación no haya sido adjudicada finalmente en contra de la parte demandante.

16. La Regla 59.4 de Procedimiento Civil permite a este Honorable Tribunal conceder remedios adicionales y que fueran necesarios y/o adecuados. Además, bajo las Reglas 56.5 y 57 de Procedimiento Civil, así como al amparo de la ley de Recursos Extraordinarios, este Honorable Tribunal puede dictar un remedio provisional paralizando las ulteriores gestiones de la parte demandada de cobro y ordenándole restablecer el servicio, en evitación de perjuicios, pérdidas y daños inmediatos e irreparables al privársele de sus derechos constitucionales y/o contractuales, los cuales se estiman en más de DOSCIENTOS CINCUENTA MIL DOLARES (\$250,000.00), así como para evitar que se torne académico este recurso de Sentencia Declaratoria y Mandamus.

17. A tenor con la Regla 56.3 de Procedimiento Civil, la demandante está en disposición de prestar aquella fianza que este Honorable Tribunal entienda justa y razonable de entenderse que una fianza sea necesaria para responder de cualquier daño que pueda causarse con motivo del remedio provisional solicitado, la cual dentro de las circunstancias particulares del caso debería ser una nominal. La demandante no tiene otro remedio adecuado en ley.

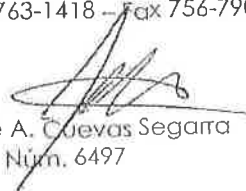
18. En cumplimiento con la Regla 21 de las de Administración del Tribunal de Primera instancia, se informa que la dirección postal de la parte demandante es: P O Box 29033, San Juan PR 00917-1802.

EN MERITO DE LO SEÑALADO se suplica de este Honorable Tribunal que de manera perentoria y, al amparo de las Reglas 55, 56.5, 57 y 59 de Procedimiento Civil, emita una Orden Provisional dirigida a la Autoridad de Energía Eléctrica y al Ing. Miguel Cordero, sus oficiales, agentes, sirvientes, empleados y abogados y para todas aquellas personas que actúen de acuerdo o participen activamente con ellas y reciban aviso de la Orden mediante cualquier forma de notificación, requiriéndoles no interferir con las relaciones contractuales vigentes entre la parte demandante y la Autoridad de Energía Eléctrica, restableciendo el servicio eléctrico y a posponer cualquier intento de cobro hasta que no se complete el trámite administrativo dispuesto por ley y/o este Honorable Tribunal determine la naturaleza de las acciones y la legalidad de las acciones de la parte demandada y se emita el correspondiente decreto declarativo con interdicto permanente y mandamus; ordenando a la parte demandada a cesar y desistir de ignorar y/o denegar las solicitudes de revisión administrativa de la demandante, y proceda a restablecer el servicio eléctrico, con imposición de costas, gastos, honorarios de abogado a la parte demandada e imponga a dicha parte, además, el pago de todos los daños y perjuicios patrimoniales que sus actuales ilegales y/o de mala fe negocial hayan causado a la parte demandante.

En San Juan, Puerto Rico, a 2^a de junio de 2010.



BUFETE JOSE A. CUEVAS SEGARRA
Abogados parte demandante
P O Box 191735
San Juan PR 00919-1735
Tel. 763-1418 - Fax 756-7905


José A. Cuevas Segarra
Rua Núm. 6497

DECLARACIÓN JURADA

Yo, HÉCTOR M. ROMÁN, mayor de edad, casado, propietario y vecino de Carolina, Puerto Rico, bajo juramento DECLARO LO SIGUIENTE:

1. Que mi nombre es como queda dicho y mis circunstancias personales son las que anteceden.
2. Que soy empleado de Paseo del Plata Shopping Village en Dorado, Puerto Rico.
3. Que el día 30 de octubre de 2007 visité las oficinas de la Autoridad de Energía Eléctrica en el Pueblo de Dorado para solicitar la investigación y objetar la factura del 11 de octubre de 2007 por la cantidad de \$251,059.69 en la cuenta 025 0430581 001.
4. Que hasta el día de hoy no he recibido ninguna comunicación de la Autoridad de Energía Eléctrica indicando el resultado de la investigación solicitada.
5. Que el 21 de junio del presente se personaron sujetos empleados de la Autoridad de Energía Eléctrica exigiendo el pago de \$264,371.00 o de lo contrario procederían a cortar el servicio eléctrico, lo cual de hecho hicieron en mi presencia.

En San Juan, Puerto Rico, a 23 de junio de 2010.


HÉCTOR M. ROMÁN

AFIDÁVIT NÚM. 127

Jurada y suscrita ante mí por Héctor M. Román, de las circunstancias personales antes descritas, a quien doy fe de haber identificado mediante su licencia de conducir, expedida por el Departamento de Transportación y Obras Públicas del Estado Libre Asociado de Puerto Rico, la cual contiene la fotografía y firma del declarante.

En San Juan, Puerto Rico, a 23 de junio de 2010.




NOTARIO PÚBLICO

EXHIBIT VI

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
JUDICIAL CENTER OF SAN JUAN
SUPERIOR PART

EFRON DORADO, S.E.

Plaintiff

v.

PUERTO RICO ELECTRIC POWER
AUTHORITY and its Executive Director
MIGUEL CORDERO

Defendants

[hw: 904]

[ink stamp: **KPE 2010 – 2408**]

CIVIL NO.:

RE:

MANDAMUS, DECLARATORY
JUDGMENT, TEMPORARY
INJUNCTION, PRELIMINARY AND
PERMANENT INJUNCTION,
DAMAGES

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the plaintiff through the undersigned legal counsel who, very respectfully,
before this Honorable Court, states, alleges and prays:

1. EFRON DORADO, S.E. (“Efron Dorado”) owns the Paseo del Plata Shopping Village (“Paseo del Plata”), a shopping mall located in Dorado, Puerto Rico. The defendant is a public corporation that supplies electricity to the citizens of the Commonwealth of Puerto Rico. The business headquarters of both the plaintiff and the defendant are located in San Juan, Puerto Rico, within the jurisdictional boundaries of this Honorable Court. Codefendant Engineer Miguel Cordero resides in San Juan.

2. Paseo del Plata receives monthly bills from the Electric Power Authority (“PREPA”) for the electricity that is consumed in the public areas of the shopping mall, which for many years, have averaged approximately \$1,700.00.

3. Despite what is stated in the previous paragraph, on October 11, 2007, the Electric Power Authority submitted a bill to EFRON DORADO, S.E., for electricity consumed in the public areas of Paseo del Plata in the amount of \$251,059.69. That is, PREPA billed close to \$250,000.00 for the alleged consumption of one month in one of two accounts in dispute. (Exhibit 1, letter of February 29, 2008).

4. Such unusual and negligent action was the object of discussion and negotiation between the parties until an adjustment and payment agreement was reached in March 2009. (Exhibit II).

5. As shown in Account No. 025 0430581 (001), which is now in dispute again, the bills were corrected to show a current balance, with no past due charges up to the month of April 2009. (Exhibit III, Attachment 2, April 8, 2009 bill).

6. However, the following month, without any explanation, the “past due charges” in the amount of \$259,952.41 were reinstated. The plaintiff sent a certified letter with acknowledgement of receipt requested, opting for the objection procedure laid down in Act No. 33 of 1985 for said bill. (Exhibit III and its Attachment 1, June 4, 2009 bill). PREPA and its employees refused to sign the acknowledgement of receipt and didn’t pick up the communication. (Exhibit IV), Attachment). Therefore, the letter was returned and sent in person. (Exhibit IV).

7. Without the Electric Power Authority explaining, detailing or presenting any reason whatsoever to EFRON DORADO S.E. to justify these charges, which were radically different from the previous month, by more than a fourth of a million dollars, and evidently excessive, the officers of the public corporation in question illegally ordered the power to be cut off on this account, which serves the public areas of the shopping mall, and did so on June 21, 2010.

8. This negligent, hasty, unjustified and clearly illicit act, in light of the protection provided by Act No. 33 pursuant to due process, constitutes an unconstitutional act, by which

PREPA abused its monopoly powers, in order to wrongfully obligate the plaintiff to pay sums of money that it does not owe and that are completely unjustified, because the objection of the charges was never investigated or adjudicated administratively by a designated officer, as required by Act No. 33, despite the fact that the plaintiff has requested that the objection be processed and the case be investigated. (Exhibit V).

9. The Paseo del Plata Shopping Mall relies on the electricity provided by the Electric Power Authority to maintain the adequate conditions that it needs in order to fulfill its duty to provide safety and a certain quality of life to the citizens that visit its premises, including the parking area and public areas next to the movie theater, restaurants and supermarket that are located there.

10. Furthermore, the lack of electricity at the Shopping Mall is financially detrimental to the commercial establishments of reference, causing them a potential loss of customers, because the number of people who visit the Shopping Mall decreases, also jeopardizing the jobs of the people who work there.

11. The defendant's action is arbitrary and capricious, having prematurely imposed on the plaintiff the very harmful measure of disconnecting its electricity, which is an essential service. In accordance with the provisions of Section XIII, Article A of the Electric Power Authority Regulations on the General Terms and Conditions for Supplying Electrical Power ("Regulations"), on the procedure for objecting bills, EFRON DORADO is not obligated to pay a timely objected bill; the objected amount shall not be considered a debt until a final decision is made in accordance with the Regulations; and the service shall not be suspended for nonpayment while the administrative process related to the request for investigation is being carried out.

12. The aforementioned Regulations define the powers vested in the Electric Power Authority by law to regulate a basic service that is provided to citizens and prohibit conduct such as the one in this case, which the plaintiff interprets to constitute de facto extortion. This government agency made the decision to cut off its client's electrical power in a completely arbitrary manner, without giving any advance notice to the affected parties of this extreme action of suspending service, which constituted a violation of due process.

13. The defendants have the ministerial duty to apply their regulations and the law, in a uniform manner, and they have no discretion to ignore and/or arbitrarily deny a request for the protection laid down in the Minimum Procedural Requirements for Suspending Essential Public Services Act, 27 LPRA 262, which prohibits the defendants from cutting off the service while the administrative procedures are being carried out, 27 LPRA 262 (b) (d). Therefore, in accordance with Rule 55 of Civil Procedure and Article 649 of the Extraordinary Remedies Act, the plaintiff hereby petitions the Court to issue a Peremptory Writ of Mandamus to reestablish the electrical power that was disconnected and to provide to the plaintiff the procedural guarantees that it is entitled to, pursuant to due process and to the decision issued by the United States Supreme Court in Memphis Light, Gas & Water Div. v. Craft, 436 US 1 (1978).

14. There are evidently factual and legal disputes as to whether the current regulatory provisions were complied with when they were applied to the plaintiffs and as to the legality of the defendant's actions which have forced the plaintiff to appear before this Honorable Court to request that the defendants' actions be declared null and void, pursuant to Rules 59.1 and 59.2 of Civil Procedure to mitigate any greater financial damages and to instruct the defendants to strictly fulfill

their regulatory obligations in a nondiscriminatory manner and reestablish the plaintiff's electrical service.

15. The plaintiff's position is that the Electric Power Authority did not have good cause and/or any legal basis whatsoever to ignore, discriminate against and/or cut off the plaintiff's electrical power unilaterally, which not only violates the right to equal protection of the laws and due process, but these actions on the defendants' part are also against the principle of good faith in business practice, which binds contracting parties to engage in conduct of mutual loyalty, and prevents such services from being disconnected while the administrative process is under way and until a final decision is issued against the plaintiff to the effect that the bill is in fact in order.

16. Rule 59.4 of Civil Procedure allows this Honorable Court to grant additional remedies either necessary and/or adequate. Furthermore, Rules 56.5 and 57 of Civil Procedure, as well as the Extraordinary Remedies Act, provide that this Honorable Court can grant a temporary remedy, ceasing any further collection efforts on the part of the defendants and ordering the defendants to reconnect the plaintiff's power services to prevent the plaintiff from suffering immediate and irreparable damages and losses, depriving it of its constitutional and/or contractual rights, which are estimated at more than TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00), and to prevent this Complaint for Declaratory Judgment and Writ of Mandamus from becoming moot.

17. In accordance with Rule 56.3 of Civil Procedure, the plaintiff is willing to post any bond that this Honorable Court may deem fair and reasonable, in the event that a bond is deemed necessary to compensate any damages that may be caused as a result of the temporary remedy requested, which, under the particular circumstances of this case, should be a nominal bond. The plaintiff has no other adequate remedy available under the law.

18. In accordance with Rule 21 of the Court of First Instance Administrative Rules, the plaintiff hereby informs that its mailing address is: P.O. Box 29033, San Juan, PR 00917-1802.

WHEREFORE, the undersigned petitions this Honorable Court to, peremptorily, in accordance with Rules 55, 56.5, 57 and 59 of Civil Procedure, issue a Temporary Order addressed to the Electric Power Authority and Engineer Miguel Cordero, its officers, agents, servants, employees and attorneys, and any persons acting in accordance with or actively involved with them, to be served with the Order by any means of notification, ordering them to refrain from interfering with the contractual relationships in effect between the plaintiff and the Electric Power Authority; to reestablish the electrical power; and to postpone any collection attempts until after the administrative process laid down by law is completed and/or this Honorable Court decides on the nature and the legality of the actions of the defendants; and the pertinent declaratory order is issued with a permanent injunction and writ of mandamus; ordering the defendants to cease and desist from ignoring and/or denying the plaintiff's requests for administrative review and to have its power reconnected; also ordering the defendants to pay costs, expenses and attorney's fees, as well as any and all economic damages that the defendants' illegal actions and/or bad faith in business practice may have caused the plaintiff.

In San Juan, Puerto Rico, this 24th of June 2010.

[two (2) twenty-dollar (\$20.00)
Commonwealth of Puerto Rico Internal
Revenue Stamps. Numbers at bottom of
stamps: D00222927 and D00222926,
respectively.]

JOSÉ A. CUEVAS SEGARRA

Attorneys for plaintiff

PO Box 191735

San Juan, PR 00919-1735

Tel.: 763-1418 – Fax: 756-7905

[illegible signature]

José A. Cuevas Segarra

RUA No. 6497

SWORN STATEMENT

I, HÉCTOR M. ROMÁN, of legal age, married, a property owner and resident of Carolina, Puerto Rico, do hereby state under oath the following:

1. That my name and personal information are as stated above.
2. That I am an employee of Paseo del Plata Shopping Village in Dorado, Puerto Rico.
3. That on October 30, 2007, I visited the offices of the Electric Power Authority in the town of Dorado to request an investigation into and object the bill of October 11, 2007, in the amount of \$251,059.69 for account 025 0430581 001.
4. That, to this day, I have not received any communication whatsoever from the Electric Power Authority informing me of the results of the requested investigation.
5. That on June 21 of this year, employees of the Electric Power Authority came and demanded payment of \$264,371.00, saying that if payment was not received, they would cut off power, which they in fact did in my presence.

In San Juan, Puerto Rico, this 23rd of June 2010.

[illegible signature]
HÉCTOR M. ROMÁN

AFFIDAVIT NO. 127

Sworn to and signed before me by Héctor M. Román, whose personal information is described above and whom I attest that I have identified through his driver's license issued by the Department of Transportation and Public Works of the Commonwealth of Puerto Rico, which contains the affiant's photograph and signature.

In San Juan, Puerto Rico, this 23rd of June 2010.

[round ink seal:
HATUEY INFANTE CASTELLANOS
ATTORNEY – NOTARY PUBLIC]

[illegible signature]
NOTARY PUBLIC

CERTIFICATION OF TRANSLATION

I, Carol G. Terry, a US-Court-Certified-Interpreter, Certificate No. 03-001, and translator with an MA in Translation from the University of Puerto Rico, do hereby certify that, to the best of my knowledge and abilities, the foregoing SEVEN (7) PAGES are a true and correct translation of the original document in Spanish.

Carol G. Terry
Carol G. Terry

PAG. 01

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA DE SAN JUAN

EFRON DORADO, S. E.
DEMANDANTE
VS.
AUT ENERGIA ELECTRICA DE PR
DEMANDADO

CASO:K PE2010-2408
SALON:0904

PROCEDIMIENTOS ESPECIALES
INJUNCTION - CLASICO
CAUSAL/DELITO

LIC. CUEVAS SEGARRA JOSE A
PO BOX 191735

SAN JUAN, PR 00919-1735

NOTIFICACION DE SENTENCIA

EL SECRETARIO QUE SUSCRIBE NOTIFICA A USTED QUE ESTE TRIBUNAL HA DICTADO SENTENCIA EN EL CASO DE EPIGRAFE CON FECHA 06 DE JULIO DE 2010, QUE HA SIDO DEBIDAMENTE REGISTRADA Y ARCHIVADA EN LOS AUTOS DE ESTE CASO, DONDE PODRA USTED ENTERARSE DETALLADAMENTE DE LOS TERMINOS DE LA MISMA.

Y, SIENDO O REPRESENTANDO USTED LA PARTE PERJUDICADA POR LA SENTENCIA, DE LA CUAL PUEDE ESTABLECERSE RECURSO DE APELACION, DIRIJO A USTED ESTA NOTIFICACION, HABIENDO ARCHIVADO EN LOS AUTOS DE ESTE CASO COPIA DE ELLA CON FECHA DE 13 DE JULIO DE 2010.

ALIFF ORTIZ CLAUDIO
EDIF ALB PLAZA
GUAYNABO, PR 00969

16 CARR 199 SUITE 400

SAN JUAN, PUERTO RICO, A 13 DE JULIO DE 2010

LCDA. REBECCA RIVERA TORRES

SECRETARIO
POR: CLARIBEL RIVERA ZABALA

SECRETARIO AUXILIAR

O.A.T.704-NOTIFICACION DE SENTENCIA
TELETRIBUNALES: (787)759-1888/ISLA, LIBRE DE COSTO (787)1-877-759-1888

EN EL TRIBUNAL GENERAL DE JUSTICIA
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE SAN JUAN

EFRON DORADO, S.E.
DEMANDANTE

VS.

AUTORIDAD DE ENERGIA
ELECTRICA DE PUERTO RICO,
ET ALS
DEMANDADOS

CIVIL NUM.: KPE10-2408

SALA : 904

SOBRE: INJUNCTION

SENTENCIA

A la vista de *Injunction* señalada para hoy, viernes 2 de julio de 2010, comparecieron los licenciados José Cuevas Segarra y Hatvey Infante Castellanos, en representación de la parte demandante; en representación de la parte demandada compareció el Lcdo. Claudio Aliff Ortiz.

Las partes informan haber logrado los siguientes acuerdos, poniendo fin al pleito:

1. Se reactivará el proceso de Ley 33, correspondiente a la cuenta número 025-0430581-001 prosiguiendo al tercer nivel. Se designará dentro de los próximos sesenta días a partir del día de hoy el árbitro que atenderá la reclamación.
2. El demandante pagará la cantidad de \$2,743.87, según requerido por el Reglamento, previo a que se comience el proceso al que se hace referencia en el inciso 1, preferiblemente dentro de los próximos diez días calendarios.
3. El demandante desiste con perjuicio de la totalidad de la reclamación identificada con el número civil KPE2010-2408.
4. El demandante se compromete a brindar acceso a la Autoridad de Energía Eléctrica para la lectura de los contadores que ubican en Paseo del Plata Shopping Village.
5. La Autoridad de Energía Eléctrica restablecerá el servicio de energía interrumpido, sin perjuicio de que una vez resuelto el proceso de

EXHIBIT VII

PAGE 01

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
SAN JUAN PART

EFRON DORADO, S. E.
PLAINTIFF
VS
PR ELECTRIC POWER AUTHORITY
DEFENDANT

CASE: K PE2010-2408
COURTROOM: 0904

SPECIAL PROCEEDINGS
INJUNCTION - CLASSIC
GROUNDS/OFFENSE

ATTY. CUEVAS SEGARRA JOSE A.
PO BOX 191735

SAN JUAN PR 00919-1735

NOTIFICATION OF JUDGMENT

THE UNDERSIGNED CLERK HEREBY NOTIFIES YOU THAT THIS COURT ENTERED JUDGMENT IN THE ABOVE-CAPTIONED CASE ON JULY 6, 2010; THAT THE JUDGMENT WAS DULY REGISTERED AND FILED IN THE RECORDS OF THIS CASE, WHERE YOU MAY INQUIRE DETAILS OF THE TERMS THEREOF.

AND YOU, BEING, OR REPRESENTING, THE PARTY AGGRIEVED BY THIS JUDGMENT, WHICH CAN BE APPEALED, I ADDRESS THIS NOTIFICATION TO YOU, HAVING FILED A COPY HEREOF IN THE RECORDS OF THIS CASE ON JULY 13, 2010.

ALIFF ORTIZ CLAUDIO
ALB PLAZA BLDG.
GUAYNABO, PR 00969

RD 16 199 SUITE 400

SAN JUAN, PUERTO RICO, ON JULY 13, 2010

ATTY. REBECCA RIVERA TORRES

CLERK

BY: CLARIBEL RIVERA ZABALA (illegible scribble)

DEPUTY CLERK

OAT 704 – NOTIFICATION OF JUDGMENT

TELETRIBUNALES: (787) 759-1888/OUTSIDE METRO AREA, TOLL FREE (787) 1-877-759-1888

IN THE GENERAL COURT OF JUSTICE
COURT OF FIRST INSTANCE
SUPERIOR COURT, SAN JUAN PART

EFRON DORADO, S.E.
PLAINTIFF

VS.

PUERTO RICO ELECTRIC
POWER AUTHORITY,
ET AL.

DEFENDANTS

CIVIL NO.: KPE10-2408

COURTROOM: 904

RE: INJUNCTION

JUDGMENT

The Injunction hearing scheduled for today, Friday, July 2, 2010, was attended by Attorneys José Cuevas Segarra and Hatvey Infante Castellanos, on behalf of the plaintiff, and Mr. Claudio Aliff Ortiz, on behalf of the defendants.

The parties inform that they were able to reach the following agreements to put an end to this claim:

1. The Act 33 process will be reactivated in relation to account number 025-0430581-001 to continue on to the third level. The arbitrator who will address the claim shall be designated within the next sixty days.
2. The plaintiff shall pay the sum of \$2,743.87, as required by the Regulations, before the process referred to in paragraph 1 commences, preferably within the next ten calendar days.
3. The plaintiff voluntarily dismisses with prejudice the totality of the claim identified as civil claim number KPE2010-2408.
4. The plaintiff agrees to give access to the Electric Power Authority to read the meters located at the Paseo del Plata Shopping Village.
5. The Electric Power Authority shall reestablish the electrical power that was cut off, without prejudice, if the process is resolved [...]

CERTIFICATION OF TRANSLATION

I, Carol G. Terry, a US-Court-Certified-Interpreter, Certificate No. 03-001, and translator with an MA in Translation from the University of Puerto Rico, do hereby certify that, to the best of my knowledge and abilities, the foregoing TWO (2) PAGES are a true and correct translation of the original document in Spanish.



Carol G. Terry